

IN THE UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF GEORGIA  
DUBLIN DIVISION

FILED  
U.S. DISTRICT COURT  
AUGUSTA DIV.

2022 FEB 23 A 11: 52

CLERK OK  
SO. DIST. OF GA.

TERESA POPE HOOKS, individually; \*  
and ESTATE OF DAVID HOOKS, by \*  
Teresa Pope Hooks, \*  
Administratrix, \*

Plaintiffs, \*

v. \*

CV 316-023

CHRISTOPHER BREWER, \*

Defendant. \*

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ORDER VACATING TRIAL ASSIGNMENT  
AND FOR TRANSFER OF THE CASE

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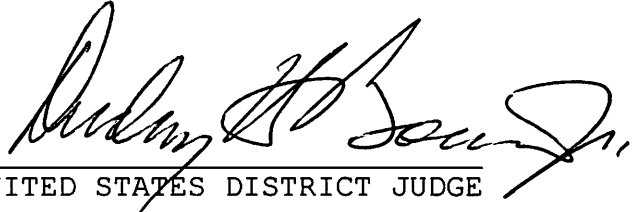
The jury trial of the captioned matter is presently scheduled for Monday, February 23, 2022, in Dublin, Georgia. The Court conducted a motion hearing and pretrial conference on February 4, 2022. Because the parties indicated a willingness to discuss settlement with the Court, the Court requested the Honorable Brian K. Epps, United States Magistrate Judge, to conduct mediation proceedings. Judge Epps fulfilled this request on February 22, 2022 in a daylong session at the Dublin, Georgia courthouse.

The mediation session resulted in a settlement agreement that has been reduced to memorandum form containing 6 major points which have been reviewed and approved by the presiding judge. The memorandum appears to be an accurate and enforceable reflection of the parties' agreement and a fair culmination of their respective commendable efforts under the guidance of Judge Epps.

It now appears that there is no need for the appearance of the Jury that has been summoned. **IT IS THEREFORE ORDERED** that the Jury Selection and Trial of the case heretofore scheduled for February 28, 2022 is **VACATED**.

Further, **IT IS ORDERED** that this case is hereby **TRANSFERRED** for plenary and final disposition pursuant to the terms of the settlement agreement to the Honorable Brian K. Epps, United States Magistrate Judge. This transfer is made for the purpose of facilitating the closing of the case in the manner and form specified by the parties' agreement and with full authority to the Magistrate Judge to conclude the matter reserving and retaining jurisdiction for the purpose of enforcing the terms of the settlement agreement to the extent necessary. See Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 381-82 (1994).

**ORDER ENTERED** at Augusta, Georgia, this 23rd day of February, 2022.

  
UNITED STATES DISTRICT JUDGE